

**Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

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- 1a. Intentionally Omitted 1b. AC Contract No.: **OC-001802**
2. Approved Service Order No. **2**
3. Consultant's Name: **CivicMakers** ("Consultant")
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4. Project Name: **Community of Practice** ("Project")
5. Project Location: **Virtual**
6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.
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7. Budget/Fiscal:
- | | | |
|-------------------------------------------------------------------------------|----|---------|
| a. Current unencumbered amount in Master Agreement: | \$ | 260,000 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 25,500 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 234,500 |
- d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be **001-48-400100-4052** encumbered to pay for this Approved Service Order.
- | | | | |
|-------------------------|-------------------------|-----------------------|------------------------------|
| Fund: <u> 001 </u> | Appn: <u> 0482 </u> | RC: <u> 400100 </u> | Amount: \$ <u> 25,500 </u> |
| Fund: <u> </u> | Appn: <u> </u> | RC: <u> </u> | Amount: \$ <u> </u> |
| Fund: <u> </u> | Appn: <u> </u> | RC: <u> </u> | Amount: \$ <u> </u> |

Authorized Signature:

Date: _____

Carrie Rank

Email: carrie.rank@sanjoseca.gov
Date: 09/19/2022 GMT

8. Division Analyst Approval:

Date: _____

Randi Perry

Email: randi.perry@sanjoseca.gov
Date: 09/18/2022 GMT

9. Consultant Approval:

Date: _____

Judi

Email: judi@civicmakers.com
Date: 09/16/2022 GMT

10. Approval as to Form (City Attorney):

- Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form:

(Sr.) Deputy City Attorney

Date: _____

11. City Director Approval:



Email: jennifer.schembri@sanjoseca.gov
Date: 09/20/2022 GMT

Date: _____

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: CivicMakers will provide the City with consulting services by implementing, facilitating, and delivering a Community of Practice program. The consultant will support the City by conducting focus groups and convening employees with shared interests. This is submitted under the Master Agreement Section 1.1.1 Training and Organizational Services.

Task No. 1: Content development not to exceed 40 hours at \$125 per hour

A. Services: The Consultant will work with the City to co-design a Community of Practice program

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- Define program goals for a human-centered design Community of Practice
- Build on ideas and prototypes held in Spring 2022
- Incorporate Community of Practice vision and value defined by City employees
- Conduct 1 focus group with past Learning Lab alumni

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____ June 30, 2023 _____.

On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 2: Employee engagement not to exceed 20 hours at \$150 per hour

A. Services: The Consultant will engage with employees to build a Community of Practice program

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- Identify and discuss ideas, needs, and hopes for a Community of Practice
- Outreach to City's network of Learning Lab alum to solicit participation in the Community of Practice

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____ June 30, 2023 _____.

On or before ____ Business Days from _____. [Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 3: Facilitation not to exceed 40 hours at \$175 per hour

- A. Services:** The Consultant will facilitate Community of Practice events with Learning Lab alumni
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:
- Create opportunities for Learning Lab alumni to facilitate events and provide coaching to alumni
 - Facilitate 4 Community of Practice events

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____ June 30, 2023 _____.
- On or before ____ Business Days from _____.

[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 4: Project management not to exceed 20 hours at \$150 per hour

- A. Services:** The Consultant will support the City with a Community of Practice program
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:

- Draft implementation plan
- Set clear goals and objectives for the program sessions
- Meet with HR staff to discuss progress, evaluation, and outcomes

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____ June 30, 2023 _____.
- On or before ____ Business Days from _____.[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Task No. 5: Evaluation not to exceed 50 hours at \$150 per hour

- A. Services:** The Consultant will conduct an evaluation of the program to identify areas of improvement
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:

- Provide a summary report of the Community of Practice program
- Provide a program evaluation that shows the impact of Community of Practice
- Provide recommendation for Community of Practice format and implementation for other Communities of Practice in the City

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____ June 30, 2023 _____.
- On or before ____ Business Days from _____.[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Randi Perry	Phone No.: (408) 975-1434
Department: Human Resources	Email: randi.perry@sanjoseca.gov
Address: 200 E. Santa Clara Street, 4 th Floor San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Judi Brown	Phone No.: (415) 933-9575			<u>x</u>
Address: 530 Divisadero St, PMB 889 San Francisco, CA 94117	Email: judi@civickmakers.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1.				
2.				
3.				

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
1	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 5,000
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 3,000
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 7,000
4	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 3,000
5	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 7,500
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$ 0
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			\$ 0
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$ 25,500